

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

NEUTRON DEPOT, LLC AND
DEPOTWEB, INC.

Plaintiffs

V.

BANKRATE, INC;
ALL WEB LEADS, INC.;
DAVID HAAN dba INSURANCE-
DEPOT.COM;
QUOTELAB, LLC dba
QUOTELAB.COM;
ALL INSURANCE DEPOT, INC.,
RODGERS NO KA 'OI, LLC dba
COLORADO INSURANCE DEPOT;
SHOW-ME INSURANCE DEPOT, LLC;
INSURANCE DEPOT OF AMERICA,
LLC;
THE INSURANCE DEPOT, INC. dba
THEINSURANCEDEPOT.COM;
JIM ECFORD dba PRISM INSURANCE
DEPOT; and
DOE dba INSURANCEDEPOTTexas.COM

Defendants

Civil Action No. 2:14-cv-00192

JURY TRIAL DEMANDED

AGREED FINAL ORDER

Having reviewed the Joint Motion to Dismiss Rodgers No Ka ‘Oi, LLC dba Colorado Insurance Depot, the Court is of the opinion said Joint Motion to Dismiss Rodgers No Ka ‘Oi, LLC dba Colorado Insurance Depot, should be **GRANTED**.

It is **ORDERED** that the Defendant, Rodgers No Ka 'Oi, LLC dba Colorado Insurance Depot is permanently enjoined from manufacturing, importing, promoting, marketing, distributing, offering for sale, selling, advertising or providing any signs, or products, electronic, or online materials using the name "Insurance Depot" or any other trademark or trade dress that

is confusingly similar to the “Insurance Depot” mark, including, but not limited to “insurance depot”, “insurance-depot”, “insurance.depot”, or “insurancedepot”, or any deviations thereof.

It is **ORDERED** that the Defendant Rodgers No Ka ‘Oi, LLC dba Colorado Insurance Depot, is permanently enjoined from the use of the name “Insurance Depot”, or derivations thereof, including, but not limited to “insurance depot”, “insurance-depot”, “insurance.depot”, or “insurancedepot”, in any manner which is likely to confuse customers and/or the public into believing Defendant’s products or services originate from, are associated with, or are sponsored by Plaintiffs. This restriction does not enjoin Defendant’s use of the URL “cidepot.com” for the purpose of receiving legacy electronic mail so long as that URL is otherwise decommissioned.

It is **ORDERED** that the Defendant Rodgers No Ka ‘Oi, LLC dba Colorado Insurance Depot, remove pictures and signs incorporating the mark “Insurance Depot” including, but not limited to “insurance depot”, “insurance-depot”, “insurance.depot”, or “insurancedepot”, or any deviations thereof, or confusingly similar trade dress or trademarks from any and all of Defendant’s advertising and promotional materials or deliver such materials to Plaintiffs for destruction.

It is **ORDERED** that the Defendant Rodgers No Ka ‘Oi, LLC dba Colorado Insurance Depot, will make good faith best efforts to remove all electronic and internet search terms incorporating the mark “Insurance Depot” including, but not limited to “insurance depot”, “insurance-depot”, “insurance.depot”, or “insurancedepot”, or any deviations thereof or confusingly similar trade dress or trademarks from any and all of Defendant’s advertising and promotional materials.

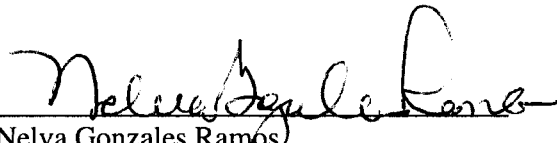
This Order and the conduct enjoined specifically does not restrict Defendant’s use of the word “Insurance” in any manner or context whatsoever, except to the extent Defendant uses the

word in conjunction with the word “Depot”, or in a format substantially similar to the mark “Insurance Depot,” as a trademark in commerce to identify the source of Defendant’s goods or services.

It is **ORDERED** that all claims and counterclaims asserted in this matter as between Rodgers No Ka ‘Oi, LLC dba Colorado Insurance Depot and Neutron Depot, LLC and Depotweb, Inc., only, are dismissed with prejudice, each party to pay their own attorney fees and costs.

It is ORDERED that Rodgers No Ka ‘Oi, LLC dba Colorado Insurance Depot is removed as a named party to this action, and the case caption is amended accordingly.

DATED this ____ day of 10/17/14, 2014.



Nelva Gonzales Ramos
United States District Judge